

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTER OF DEFENCE OF THE KINGDOM OF
THE NETHERLANDS

AND

THE COMMANDER UNITED STATES AIR FORCES
EUROPE

CONCERNING THE USE OF
THE FORWARD AIR CONTROL TRAINER SIMULATOR
OF

THE ROYAL NETHERLANDS ARMY
BY UNITED STATES AIR FORCES EUROPE

PREAMBLE

The Minister of Defence of the Kingdom of the Netherlands, and The Commander United States Air Forces Europe (COMUSAFE), hereinafter referred to as the "Parties";

- prompted by the desire to render mutual assistance as provided for in the North Atlantic Treaty signed on 4 April 1949;

- intending to further enhance the level of integration attained in the fields of training and exercises;

- considering the need of COMUSAFE for simulated training facilities for forward air controllers and the facilities available in the Royal Netherlands Army (RNLA);

- considering the Agreement of 19 June 1951 between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA),

Have come to the following understandings:

ARTICLE I

Purpose

The purpose of this Memorandum of Understanding (MOU) is to specify the conditions on which USAFE personnel may use the Forward Air Controller (FAC) Simulator of RNLA.

ARTICLE II

Definitions

For the purpose of this MOU, the following definitions will be used:

1. Supplier: The Minister of Defence of the Kingdom of the Netherlands
2. Receiver: The Commander United States Air Force Europe

ARTICLE III

General provisions

1. In accordance with the conditions of this MOU, personnel of the Receiver may use the FAC Simulator of the RNLA Air Ground Operations School (NL AGOS) on a reimbursable basis.

ARTICLE IV

Point of Contact

1. For the purpose of this MOU, the Point of contact (POC) of the Supplier will be:

Royal Netherlands Army / Manoeuvre Training Centre / Air Ground Operations School
Commander Fixed Wing Office
P.O. Box 9208
6800 HK Arnhem
The Netherlands

Telephone (0031) (0)26 3533681
Fax (0031) (0)26 3533689

Oranjekazerne (Oranje Barracks)
Clement van Maasdijklaan 25
6816TW Arnhem
The Netherlands

2. For the purpose of this MOU, the POC of the Receiver will be:

4 Air Support Operations Group Commander
Roemer Strasse 168
69115 Heidelberg 1, Germany
Telephone (0049) (0) 6221 57 5973

ARTICLE V

Scheduling

1. The schedule for the use of the FAC Simulator by personnel of the Receiver will be drafted for a three-month period by the AGOS on mutual agreement with the Receiver. For this reason, the Supplier will provide the Receiver with a list of available dates for the use of the FAC Simulator.
2. Cancellations of the agreed dates in the three-month schedule by the Receiver will be free of charge if the Supplier is notified three weeks before the cancelled date. All requests for alterations in the three-month schedule will be looked upon favorably by the Supplier.
3. Cancellations of the agreed dates by the Supplier within one week of the scheduled date will result in no billing for the cancelled day of training and one free day to the Receiver for each cancelled date.

ARTICLE VI

Costs

1. The use of the FAC Simulator by the Receiver will cost € 4,250 (Euro) per day.
2. Lodging Facilities will be provided free of charge to the Receiver during the dates of the simulator use on the Oranje Barracks, RNLA.
3. The Receiver will pay for all their meals.

ARTICLE VII

Use of the FAC Simulator

1. The Supplier will guarantee a minimum of 50 days per year availability of the FAC Simulator to the Receiver, except if the Supplier needs to use the FAC Simulator because of operational circumstances.
2. The Receiver will bring instructors with them when using the FAC Simulator. These instructors will follow the instructions of the operator of the FAC Simulator. The Supplier is responsible for the operation of the FAC Simulator.
3. In general, the Receiver will send four students per day. Depending on the marksmanship of the students, each student will perform approximately 4 controls a day.
4. Receiver will attempt to fully utilize the minimum 50 days, however, other training commitments or contingency deployments may impede the use of the simulator by the Receiver. The Receiver will not be penalized if the 50 days are not met due to operational circumstances or unforeseen contingency deployments.

ARTICLE VIII

Payments

1. The Supplier will make an invoice at the end of every month and will send it to the Receiver. All invoices must be sent to:

HQ USAFE/DOYM
GEB 201, Flugplatz
66877 Ramstein – Miesenbach
Deutschland

2. The Receiver will pay the invoice within 30 days after receipt. All payments must be made either by:
 - a. Remittance in Euros (€) to the Rabobank International in Utrecht, the Netherlands, in favor of Ministry of Defence (account number 10.10.70.500) referring to the claim number that is mentioned on the invoice; or
 - b. Cheque in Euros (€) with reference to the claim number that is mentioned on the invoice made payable to Ministry of Defence and send to:

Ministry of Defence
DC / FIB / BPI
Postbus 90821
2509 LV The Hague
The Netherlands

ARTICLE IX

Claims and indemnities

Damage claims will be dealt with in accordance with Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO Status of Forces Agreement – SOFA) of 19 June 1951 and Article 41 of the Supplementary Agreement (SA) thereto of 3 August 1959.

ARTICLE X

Final provisions

1. Any dispute regarding the interpretation or application of this MOU will be resolved by consultation between the Parties and will not be referred to any third party for settlement.
2. This MOU may be amended at any time by mutual consent between the Parties; amendments must be in writing.

3. This MOU will enter into effect on the date of the last signature and will remain effective until December 31, 2004 or until one of the Parties terminates it by giving notice of termination in writing not later than six months before the end of any calendar year.

In two originals, in the English language,

Signed in *The Hague* at *17 December '02*

Signed in *Ramstein AFB* at *13 January '03*


For the Minister of Defence
of the Kingdom of the Netherlands,

Director Directorate of Policy and Planning


H. Sonneveld
Major General, RNLA

For COMUSAFE,

Director of Air and Space Operations


Charles N. Simpson
Major General, USAF